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## **Attorneys for Plaintiff Entropic Communications, LLC**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

ENTROPIC COMMUNICATIONS, LLC,  
Plaintiff,

Case No.: 2:23-cv-01049-JWH-KES  
(Lead Case)  
Case No.: 2:23-cv-01050-JWH-KES  
(Related Case)

COX COMMUNICATIONS, INC., *et al.*,  
Defendants.

[Assigned to the Honorable John W. Holcomb]

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ENTROPIC COMMUNICATIONS, LLC,  
Plaintiff.

**PLAINTIFF ENTROPIC'S  
APPLICATION TO FILE  
DOCUMENTS UNDER SEAL  
REGARDING PLAINTIFF'S  
SECOND AMENDED  
COMPLAINT; DECLARATION OF  
CASSIDY T. YOUNG; [PROPOSED]  
ORDER**

COMCAST CORPORATION, *et al.*,  
Defendants.

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Pursuant to Central District of California Local Rule 79-5.2.2(a), Plaintiff  
 3 Entropic Communications, LLC (“Entropic” or “Plaintiff”) hereby applies for an order  
 4 sealing unredacted information referenced in Entropic’s Proposed Second Amended  
 5 Complaint, which contains details related to a confidential agreement between  
 6 Defendant Comcast and a third-party entity.

7 Each portion of the documents referenced in the chart below have been  
 8 designated as confidential pursuant to agreements reached between third parties or have  
 9 been filed under seal by Defendant Comcast. (*See* Decl. of Cassidy T. Young in Support  
 10 of Entropic’s Application to File Documents Under Seal, ¶ 4.) Entropic, therefore,  
 11 applies to file such documents and information under seal pursuant to Local Rule 79-  
 12 5.2.2(a).

13 The information to be sealed is identified below:

14 <b>Item to be Sealed Pursuant 15 to L.R. 79-5.2.2(a)</b>	16 <b>Description of Information</b>
17 Entropic’s Second Amended 18 Complaint against Comcast 19 (“SAC”) at ¶¶ 32-36, including footnotes 4 and 5.	20 Terms of confidential agreement between Entropic 21 and a third-party entity.
22 Entropic’s SAC at 23 Subheading A and ¶¶ 38-66.	24 Terms of confidential agreement between Comcast 25 and a third-party entity.
26 Entropic’s SAC at ¶¶ 149- 27 151.	28 Terms of confidential agreement between Comcast and a third-party entity.
29 A portion of Entropic’s SAC 30 at ¶¶ 153.	31 Terms of confidential agreement between Comcast 32 and a third-party entity.
33 A portion of Entropic’s SAC 34 at ¶¶ 155.	35 A letter between Comcast and Entropic that Comcast 36 filed under seal.

1	Entropic's SAC at Subheading D.5 and ¶¶ 187-89.	Terms of confidential agreement between Comcast and a third-party entity.
2	Entropic's SAC at ¶ 226.	Terms of confidential agreement between Comcast and a third-party entity.
3	A portion Entropic's SAC at ¶ 230.	Terms of confidential agreement between Comcast and a third-party entity.
4	Entropic's SAC at ¶ 257.	Terms of confidential agreement between Comcast and a third-party entity.
5	A portion of Entropic's SAC at ¶ 261.	Terms of confidential agreement between Comcast and a third-party entity.
6	A portion of Entropic's SAC at ¶ 290.	Terms of confidential agreement between Comcast and a third-party entity.
7	A portion of Entropic's SAC at ¶ 319.	Terms of confidential agreement between Comcast and a third-party entity.
8	A portion of Entropic's SAC at ¶ 348.	Terms of confidential agreement between Comcast and a third-party entity.
9	A portion of Entropic's SAC at ¶ 377.	Terms of confidential agreement between Comcast and a third-party entity.
10	A portion of Entropic's SAC at ¶ 404.	Terms of confidential agreement between Comcast and a third-party entity.
11	A portion of Entropic's SAC at ¶ 437.	Terms of confidential agreement between Comcast and a third-party entity.
12	A portion of Entropic's SAC at ¶ 459.	Terms of confidential agreement between Comcast and a third-party entity.
13	A portion of Entropic's SAC at ¶ 481.	Terms of confidential agreement between Comcast and a third-party entity.

<u>Redline Compare Between FAC and SAC<sup>1</sup></u>	
Entropic's Redline Compare of First and Second Amended Complaint against Defendant Comcast ("Redline") at ¶¶ 37-41, including footnote 4.	Terms of confidential agreement between Entropic and a third-party entity.
Redline at Subheading A and ¶¶ 43-69.	Terms of confidential agreement between Comcast and a third-party entity.
Redline at ¶¶ 143-146.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Redline at ¶ 148.	Terms of confidential agreement between Comcast and a third-party entity.
Portions of Redline ¶ 150.	A letter between Comcast and Entropic that Comcast filed under seal.
Redline at Subheading D.5 and ¶¶ 182-84.	Terms of confidential agreement between Comcast and a third-party entity.
Redline at ¶ 256.	Terms of confidential agreement between Comcast and a third-party entity.
Redline at ¶ 297.	Terms of confidential agreement between Comcast and a third-party entity.
A portion of Redline at ¶ 304.	Terms of confidential agreement between Comcast and a third-party entity.
Redline at ¶ 337.	Terms of confidential agreement between Comcast and a third-party entity.

<sup>1</sup> The Redline paragraph numbers track the paragraph numbers as modified by the Proposed Second Amended Complaint.

1	A portion of Redline at ¶ 344.	Terms of confidential agreement between Comcast and a third-party entity.
2	Redline at ¶ 377.	Terms of confidential agreement between Comcast and a third-party entity.
3	A portion of Redline at ¶ 382.	Terms of confidential agreement between Comcast and a third-party entity.
4	Redline at ¶ 417.	Terms of confidential agreement between Comcast and a third-party entity.
5	A portion of Redline at ¶ 424.	Terms of confidential agreement between Comcast and a third-party entity.
6	Redline at ¶ 457.	Terms of confidential agreement between Comcast and a third-party entity.
7	A portion of Redline at ¶ 463.	Terms of confidential agreement between Comcast and a third-party entity.
8	Redline at ¶ 496.	Terms of confidential agreement between Comcast and a third-party entity.
9	A portion of Redline at ¶ 503.	Terms of confidential agreement between Comcast and a third-party entity.
10	Redline at ¶ 536.	Terms of confidential agreement between Comcast and a third-party entity.
11	A portion of Redline at ¶ 542.	Terms of confidential agreement between Comcast and a third-party entity.
12	Redline at ¶ 574.	Terms of confidential agreement between Comcast and a third-party entity.
13	A portion of Redline at ¶ 580.	Terms of confidential agreement between Comcast and a third-party entity.

1 2 3 4 5 6 7 8 9 10 11 12 13	Redline at ¶ 612. A portion of Redline at ¶ 618. Redline at ¶ 650. A portion of Redline at ¶ 656. Redline at ¶ 688. A portion of Redline at ¶ 694.	Terms of confidential agreement between Comcast and a third-party entity. Terms of confidential agreement between Comcast and a third-party entity. Terms of confidential agreement between Comcast and a third-party entity. Terms of confidential agreement between Comcast and a third-party entity. Terms of confidential agreement between Comcast and a third-party entity. Terms of confidential agreement between Comcast and a third-party entity.
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Pursuant to Local Rule 79-5.2.2(a), Entropic applies to file under seal the documents listed above. Under Rule 79-5.2.2(a), a party may seek leave to file a document under seal so long as the Application describes the nature of the information that should be closed to public inspection and is accompanied by: (1) a declaration establishing good cause why the strong presumption of public access in civil cases should be overcome and informing the Court whether anyone opposes the Application; (2) a proposed order; (3) a redacted version of the relevant documents; and (4) an unredacted version of the relevant documents. Entropic has complied with these requirements. The information that Entropic seeks to seal is contained within: (1) a confidential agreement between Comcast and a third-party entity; (2) a confidential agreement between Entropic and a third party; and (3) a letter between Entropic and Comcast that Comcast filed under seal. The public does not have an interest in accessing this confidential information. Additionally, Entropic's request is narrowly tailored to only prevent the public from viewing confidential information. Finally, counsel for Comcast indicated that it does not oppose Entropic's under seal filing.

1 Therefore, compelling reasons exist to seal the highlighted portions of the above  
2 documents. *See Aya Healthcare Servs., Inc. v. AMN Healthcare, Inc.*, 2020 WL  
3 1911502, at \*5 (S.D. Cal. Apr. 20, 2020) (“The Court agrees that compelling reasons  
4 exist to seal references . . . to Defendants’ proprietary business records that detail  
5 sensitive financial terms, proprietary business strategies, and confidential negotiations  
6 and agreements with third parties.”); *In re Qualcomm Litig.*, 2019 WL 1557656, at \*3  
7 (S.D. Cal. Apr. 10, 2019) (granting motions to seal “confidential business information  
8 of the parties, including trade secrets, proprietary business records, discussions of  
9 internal strategy, company dealings, and materials designated as ‘Highly  
10 Confidential’”).

11 Accordingly, Entropic respectfully requests that this Court order the unredacted  
12 documents to be filed under seal. Concurrent with this filing, Entropic has filed  
13 redacted versions of these documents with the Court, which only redact information  
14 necessary to protect confidential, private, and otherwise non-public information therein.

16 || Dated: December 8, 2023

Respectfully Submitted,

By: /s/ Cassidy T. Young  
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